

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

CREIGHTON UNIVERSITY,

Plaintiff,

vs.

ZURICH AMERICAN INSURANCE
COMPANY and HARTFORD STEAM
BOILER INSPECTION AND INSURANCE
COMPANY,

Defendants.

CASE NO. _____

COMPLAINT
(JURY TRIAL REQUESTED)

COMES NOW Plaintiff, Creighton University (hereinafter "Creighton") and for its causes of action against Defendants, states and alleges as follows:

I. PRELIMINARY ALLEGATIONS

1. Creighton is a private Catholic university serving both undergraduate and post-graduate college students from its campus at or near 24th and California Streets in Omaha, Douglas County, Nebraska.

2. Zurich American Insurance Company (hereinafter "Zurich American") is a property-casualty insurance provider with its principal place of business in Schaumburg, Illinois, which issues various types of insurance policies, including equipment breakdown insurance, throughout North America and within the State of Nebraska.

3. At all times material, Zurich American issued a policy of insurance to Creighton providing coverage for equipment breakdown in the period from July 1, 2015 to July 1, 2016, more specifically described as Policy BM 9267381-05 (hereinafter "The Policy").

4. Hartford Steam Boiler Inspection and Insurance Company (hereinafter “HSB”) is an insurance company with its principal place of business in Hartford, Connecticut, which provides policies of insurance covering equipment breakdowns as well as other types of specialty insurance throughout the United States and within the State of Nebraska. In addition, HSB provides claim investigation and adjustment services for other equipment breakdown insurers, including but not limited to Zurich American.

5. At all times material, HSB provided claims adjustment and investigation for Zurich American for the loss that is the subject of this lawsuit and Creighton’s claim. Further, upon information and belief, HSB is now the owner of a certain book of equipment breakdown insurance business written by Zurich American, which includes The Policy issued to Creighton.

II. THE CLAIM

6. On or about March 1, 2016, Creighton experienced an equipment breakdown when the condensate line of its underground steam piping system failed causing a leak of large quantities of liquid. Due to the proximity of the condensate line to the high temperature steam line in the steam piping system, the escaping liquid turned to pressurized vapor which then penetrated an adjacent duct bank containing much of Creighton’s electrical transmission system, thereby also causing a breakdown and failure of a large part of the electrical transmission system. The electrical system breakdown started with an electrical failure in the old chill plant when a circuit shorted out and subsequently caught fire. The initial electrical failure and/or the continuing release of high-pressure steam into the electrical duct bank over a period of several days caused cascading damage to various electrical circuits, cables and conduits causing a major power outage on the central and west sides of Creighton campus.

7. As a result of the above described equipment breakdown, Creighton incurred substantial damage to both its steam piping system and electrical transmission system resulting in business interruption, extra expense and extensive property damage to those systems.

8. The damage to Creighton's electrical transmission system was exacerbated by post-loss destructive testing conducted by HSB's retained Engineering Specialists, Inc. ("ESI"), an engineering and scientific investigative firm, which directed the removal and dissection of multiple electrical cables in various circuits for the purpose of their investigation rendering them unusable thereby requiring replacement.

9. As a result of the loss and/or post-loss destructive testing performed by HSB's engineering and scientific investigative firm, both the steam piping system and extensive portions of the electrical transmission system were damaged beyond repair requiring relocation and partial replacement.

III. THE POLICY

10. Creighton incorporates Paragraphs 1 through 9 of its Complaint as if fully set forth herein.

11. The Policy at issue covered physical loss or damage to covered equipment which necessitated its repair or replacement. The definition of "covered equipment" specifically included electrical or mechanical equipment that is used in the transmission or utilization of electricity. The definition of a "breakdown" expressly included mechanical failure.

12. Under The Policy, non-electrical vessels, piping or other equipment buried below ground were generally excluded from coverage. However, Endorsement No. 3 of The Policy provided coverage for underground "steam piping and/or chill water piping leading to and from the Central Utilities Plant located at 2424 Burt Street."

13. Physical damage to the steam condensate line necessitating repair or replacement due to mechanical breakdown and/or failure was covered under Endorsement No. 3 of The Policy as the condensate line was an integral component of the steam piping system which ran to the Central Utilities Plant.

14. Physical damage to the electrical transmission system necessitating repair or replacement due to mechanical breakdown or failure was also expressly covered under the terms of The Policy.

15. The Policy provided that the cost actually and necessarily expended in rebuilding or replacing damaged equipment on the same site or another site (whichever is the less costly) was a covered expense.

16. The Policy also provided that, subject to the limits of insurance, The Policy would pay up to an additional 25% for repair or replacement of covered equipment done in a manner that enhances safety while maintaining existing function.

17. Following the loss, the engineers directing the remedial efforts determined that it was necessary and less costly to relocate and partially rebuild both the steam piping system and the damaged portion of the electrical transmission system and that doing so would enhance future safety while maintaining existing function.

18. The Policy also provided coverage for business interruption and extra expense, subject to the limits therein stated. As a result of the above covered equipment breakdowns due to mechanical failure, Creighton incurred business interruption damages and/or extra expenses within the coverage of The Policy.

IV. FIRST CAUSE OF ACTION: BREACH OF CONTRACT

19. Creighton incorporates Paragraphs 1 through 18 of its Complaint as if fully set forth herein.

20. As a result of the March 1, 2016 loss event and the ensuing damages thereafter sustained, Creighton incurred the following covered losses under The Policy:

- (a) Damages to the steam piping system necessitating partial relocation and partial replacement of the system at a cost approximating \$2,000,000.00;
- (b) Damages to a significant portion of its electrical transmission system together with business interruption and extra expense associated with necessary efforts to restore and maintain temporary power to the Creighton campus, at a total cost approximating \$1,000,000.00.

21. Zurich American and HSB have improperly denied coverage for all costs related to replacement and relocation of the steam piping system thereby breaching The Policy Contract.

22. Zurich American and HSB have improperly denied coverage for damages approaching or approximating \$1,000,000.00 related to replacement of damaged portions of the electrical transmission system, or business interruption and extra expense incurred by Creighton in connection therewith, thereby breaching The Policy Contract.

WHEREFORE, Creighton prays for judgment against Defendants Zurich American and HSB on its first cause of action in the amount of \$3,000,000.00, together with attorney fees under Nebraska Statute 44-359 and its costs herein expended.

V. SECOND CAUSE OF ACTION: POLICY REFORMATION –
BREACH OF “ERRORS AND OMISSIONS”
CLAUSE OF POLICY

23. Creighton incorporates Paragraphs 1 through 22 of its complaint as if fully set forth herein.

24. Section E of the Policy provided in pertinent part as follows:

h. Errors and Omissions:

We will pay for any loss or damage, which is not otherwise payable under this Coverage Part, solely because of the items list below:

(1) Any error or unintentional omission in the description or location of property as insured under this Coverage Part or in any subsequent amendments.

25. The break in the condensate line should have been a covered loss under Endorsement No. 3 of the Policy since the condensate line was an integral component of the “steam piping” system which runs to the Central Utilities Plant. However, even if it could be determined otherwise, Plaintiff would nevertheless be entitled to coverage from the condensate line break because the failure to specifically identify the condensate line as a covered steam piping component in Endorsement No. 3 was the result of an error or unintentional omission in the description of the steam piping property to be covered.

WHEREFORE, Plaintiff prays that Endorsement No. 3 of the Policy be reformed under its Second Cause of Action to specifically reference the condensate line as a part of the “steam piping” to be within the coverage afforded by that endorsement.

VI. THIRD CAUSE OF ACTION:
BREACH OF IMPLIED COVENANT OF GOOD FAITH

26. Creighton incorporates Paragraphs 1 through 25 of its Complaint as if fully set forth herein.

27. The actions of Zurich American and HSB in denying almost all of Creighton’s covered claim under The Policy were done in bad faith without any reasonable factual or legal basis. The acts or omissions of Zurich and HSB performed without any reasonable factual or legal basis included but were not limited to the following:

- (a) In first issuing a denial of coverage for mechanical failure of the condensate line over one year following the loss event long after all expense related to the break in the condensate line had already been incurred and paid by Creighton;
- (b) In failing to timely advise Creighton that, even if the break in the condensate line was covered, they would not pay for partial relocation of the steam and condensate lines despite the fact that such relocation was reasonably required under the circumstances and covered under The Policy;
- (c) In directing or agreeing with Creighton's contractors and engineers through their agent ESI to dissect and pull out various electrical cables for "hi-pot" testing and, after the cables failed hi-pot testing and could not be reused, then claiming that the cables were not damaged by the loss event thereby denying coverage for cable replacement;
- (d) In persisting in their denial of coverage for the break in the condensate line despite presentation of evidence by Creighton that both Creighton and AON (its insurance broker) intended the condensate line to be covered, when the Policy contained an "Errors and Omissions" clause extending coverage to loss or damage to property not covered due to an unintentional error or omission in the description of said property;
- (e) In claiming that the condensate line could have been repaired in place for an unreasonably low amount without legitimate contractor bids or other supporting documentary evidence;

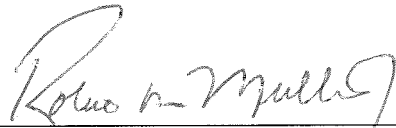
- (f) In claiming that the increased cost of excavation to comply with OSHA requirements was not covered under the Policy, allegedly because all the pipes constituting covered equipment under the Policy were not “structures” within the meaning of the Policy.
- (g) In paying only approximately 4% of Creighton’s total claim in a two year period after the loss event despite the fact that virtually the entire claim should have been covered by the Policy.

28. As a result of the bad faith of Defendants and each of them, Creighton has sustained extra contractual damages in amounts to be determined, but including:

- (a) Prejudgment interest on the sum of \$2,883,000 from April 1, 2016 through the date of trial;
- (b) Attorney fees incurred by Plaintiff due to unreasonable denial of 96% of Creighton’s claims;
- (c) Expert consultant and expert witnesses fees and costs incurred by Plaintiff due to the unreasonable denial of 96% of Creighton’s bill;
- (d) Costs of non-covered repairs and/or extra expense incurred by Plaintiff, but which would not have been incurred but for the unreasonable and/or untimely denial of 96% of Creighton’s claim.

WHEREFORE, Creighton prays for judgment against Defendants Zurich American and HSB on its Third Cause of Action for bad faith in such amounts as are proven by the evidence at trial.

CREIGHTON UNIVERSITY, Plaintiff

By: 
Robert D. Mullin, Jr. (12973)
Leo A. Knowles (15098)
McGrath North Mullin & Kratz, PC LLO
First National Tower, Suite 3700
1601 Dodge Street
Omaha, Nebraska 68102
(402) 341-3070
(402) 341-0216 fax
rmullinjr@mcgrathnorth.com
lknowles@mcgrathnorth.com

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

CREIGHTON UNIVERSITY,

Plaintiff,

vs.

ZURICH AMERICAN INSURANCE
COMPANY and HARTFORD STEAM
BOILER INSPECTION AND INSURANCE
COMPANY,

Defendants.

CASE NO. _____

**PRAECIPE FOR SERVICE OF
SUMMONS**

Please issue Summons for service of Complaint on Defendants by certified mail at their
respective addresses listed below:

Zurich American Insurance Company
c/o Registered Agent for service of process in Nebraska
CSC-Lawyers Incorporating Service Co.
233 South 13th Street, Suite 1900
Lincoln, NE 68508

Hartford Steam Boiler Inspection & Insurance Company
c/o Highest Ranking Officer
1 State Street
Hartford, CT 06103-3199

CREIGHTON UNIVERSITY, Plaintiff

By: 

Robert D. Mullin, Jr. (12973)
Leo A. Knowles (15098)
McGrath North Mullin & Kratz, PC LLO
First National Tower, Suite 3700
1601 Dodge Street
Omaha, Nebraska 68102
(402) 341-3070
(402) 341-0216 fax
rmullinjr@mcgrathnorth.com
lknowles@mcgrathnorth.com

Image ID:
D00525658D01

SUMMONS

Doc. No. 525658

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam
Omaha NE 68183

Creighton University v. Zurich American Insurance Company

Case ID: CI 18 2369

TO: Zurich American Insurance Company

FILED BY

Clerk of the Douglas District Court
03/21/2018

You have been sued by the following plaintiff(s):

Creighton University

Plaintiff's Attorney: Robert D Mullin Jr
Address: Ste 3700 First National Tower
1601 Dodge Street
Omaha, NE 68102-1627
Telephone: (402) 341-3070

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: MARCH 21, 2018

BY THE COURT:

John M. Friend
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Zurich American Insurance Company
233 South 13th Street, Suite 1900
Lincoln, NE 68508

Method of service: Certified Mail
CSC-Lawyers Incorporating Service Co. c/o Registered Agent for service
of process in Nebraska

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

SERVICE RETURN

Doc. No. 525658

Douglas District Court
 1701 Farnam
 Omaha NE 68183

To:

Case ID: CI 18 2369 Creighton Universi v. Zurich American In

Received this Summons on _____, _____. I hereby certify that on
 _____, _____ at _____ o'clock __M. I served copies of the Summons
 upon the party:

by _____

as required by Nebraska state law.

Service and return \$ _____

Copy _____

Mileage _____ miles _____

TOTAL \$ _____

Date: _____ BY: _____
 (Sheriff or authorized person)

**CERTIFIED MAIL
 PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,
 TO THE PARTY: _____

At the following address: _____

on the _____ day of _____, as required by Nebraska state law.

Postage \$ _____ Attorney for: _____

The return receipt for mailing to the party was signed on _____, _____.

To: Zurich American Insurance Company
 233 South 13th Street, Suite 1900

Lincoln, NE 68508

From: Robert D Mullin Jr
 Ste 3700 First National Tower
 1601 Dodge Street
 Omaha, NE 68102-1627

ATTACH RETURN RECEIPT & RETURN TO COURT

Image ID:
D00525659D01

SUMMONS

Doc. No. 525659

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam
Omaha NE 68183

Creighton University v. Zurich American Insurance Company

Case ID: CI 18 2369

TO: Hartford Steam Boiler Inspection

FILED BY

Clerk of the Douglas District Court
03/21/2018

You have been sued by the following plaintiff(s):

Creighton University

Plaintiff's Attorney: Robert D Mullin Jr
Address: Ste 3700 First National Tower
1601 Dodge Street
Omaha, NE 68102-1627
Telephone: (402) 341-3070

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: MARCH 21, 2018

BY THE COURT:

John M. Friend
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Hartford Steam Boiler Inspection
1 State Street
Hartford, CT 06103

Method of service: Certified Mail
c/o Highest Ranking Officer

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

SERVICE RETURN

Doc. No. 525659

Douglas District Court
 1701 Farnam
 Omaha NE 68183

To:

Case ID: CI 18 2369 Creighton Universi v. Zurich American In

Received this Summons on _____, _____. I hereby certify that on
 _____, _____ at _____ o'clock __M. I served copies of the Summons
 upon the party:

by _____

as required by Nebraska state law.

Service and return \$ _____

Copy _____

Mileage ____miles _____

TOTAL \$ _____

Date: _____ BY: _____
 (Sheriff or authorized person)

**CERTIFIED MAIL
 PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,
 TO THE PARTY: _____

At the following address: _____

on the _____ day of _____, as required by Nebraska state law.

Postage \$ _____ Attorney for: _____

The return receipt for mailing to the party was signed on _____, _____.

To: Hartford Steam Boiler Inspection
 1 State Street
 Hartford, CT 06103

From: Robert D Mullin Jr
 Ste 3700 First National Tower
 1601 Dodge Street
 Omaha, NE 68102-1627

ATTACH RETURN RECEIPT & RETURN TO COURT

Image ID:
D00525658D01

SUMMONS

Case Number: D01CI180002369

Transaction ID: 00556576

Filing Date: 03/30/2018 09:05:23 AM CDT

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam
Omaha NE 68183

Creighton University v. Zurich American Insurance Company

Case ID: CI 18 2369

TO: Zurich American Insurance Company

You have been sued by the following plaintiff(s):

Creighton University

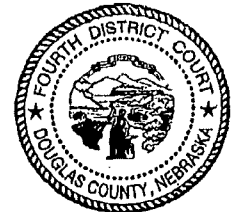
Plaintiff's Attorney: Robert D Mullin Jr
Address: Ste 3700 First National Tower
1601 Dodge Street
Omaha, NE 68102-1627
Telephone: (402) 341-3070

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: MARCH 21, 2018

BY THE COURT:

John M. Friend
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Zurich American Insurance Company
233 South 13th Street, Suite 1900
Lincoln, NE 68508

Method of service: Certified Mail
CSC-Lawyers Incorporating Service Co. c/o Registered Agent for service
of process in Nebraska

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

SERVICE RETURN

Doc. No. 525658


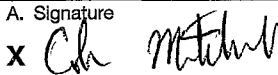
Douglas District Court
1701 Farnam
Omaha

NE 68183

To:

Case ID: CI 18 2369 Creighton Universi v. Zurich American In

Received this Summons on _____, I hereby certify that on

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>Zurich American Insurance Company c/o Registered Agent for service of process in Nebraska CSC-Lawyers Incorporating Service Co. 233 South 13th Street, Suite 1900 Lincoln, NE 68508</p> <p> 9590 9402 2804 7069 8106 18</p> <p>7008 2810 0001 1149 1265</p>	<p>A. Signature X  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C.C. M. Mullin</p> <p>C. Date of Delivery MAR 27 2018</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Registered Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> red Mail <input type="checkbox"/> red Mail Restricted Delivery (over \$500)</p>

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

CERTIFIED MAIL PROOF OF SERVICE

Copies of the Summons were mailed by certified mail,

TO THE PARTY: Zurich American Insurance Company c/o Registered Agent

At the following address: _____

233 South 13th Street, Suite 1900, Lincoln, Nebraska 68508on the 22nd day of March

2018

as required by Nebraska state law.

Robert D. Mullin, Jr. (12973)Postage \$ 7.62Attorney for: PlaintiffThe return receipt for mailing to the party was signed on March 26, 2018.

To: Zurich American Insurance Company
233 South 13th Street, Suite 1900
Lincoln, NE 68508

From: Robert D Mullin Jr
Ste 3700 First National Tower
1601 Dodge Street
Omaha, NE 68102-1627

ATTACH RETURN RECEIPT & RETURN TO COURT

PASSPORTS (http://search.usps.com/search?client=responsive_ecom&output=xml_no_dtd&proxystylesheet=responsive_ecom&sort=date:D:L:d1&wc=200&wc_mc=1&oe=UTF-8&ie=UTF-8&ud=1&exclude_apps=1&site=usps_com%7Cabout%7Cpostal_explorer&ulang=en&access=p&entq=3&entqrm=0&filter=0&q=Passports)

FREE BOXES (http://search.usps.com/search?client=responsive_ecom&output=xml_no_dtd&proxystylesheet=responsive_ecom&sort=date:D:L:d1&wc=200&wc_mc=1&oe=UTF-8&ie=UTF-8&ud=1&exclude_apps=1&site=usps_com%7Cabout%7Cpostal_explorer&ulang=en&access=p&entq=3&entqrm=0&filter=0&q=Free%20Boxes)

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MARCH
2018 ⓘ

by

8:00pm ⓘ

 **Delivered**

March 26, 2018 at 9:42 am
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LINCOLN, NE 68501

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Go to our FAQs section to find answers to your tracking questions.

FAQs (<http://faq.usps.com/?articleId=220900>)

How can I help you?

Certificate of Service

I hereby certify that on Friday, March 30, 2018 I provided a true and correct copy of the Return-Summons/Alias Summons to the following:

Zurich American Insurance Company service method: No Service

Hartford Steam Boiler Inspection service method: No Service

Signature: /s/ Robert Mullin (Bar Number: 12973)

Image ID:
D00525659D01

SUMMONS

Case Number: D01CI180002369

Transaction ID: 2006689648

Filing Date: 04/09/2018 10:52:03 AM CDT

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam
Omaha NE 68183

Creighton University v. Zurich American Insurance Company

Case ID: CI 18 2369

TO: Hartford Steam Boiler Inspection

You have been sued by the following plaintiff(s):

Creighton University

Plaintiff's Attorney: Robert D Mullin Jr
Address: Ste 3700 First National Tower
1601 Dodge Street
Omaha, NE 68102-1627
Telephone: (402) 341-3070

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: MARCH 21, 2018

BY THE COURT:

John M. Friend
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Hartford Steam Boiler Inspection
1 State Street
Hartford, CT 06103

Method of service: Certified Mail
c/o Highest Ranking Officer

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

SERVICE RETURN


Doc. No. 525659

Douglas District Court
1701 Farnam
Omaha NE 68183

To:

Case ID: CI 18 2369 Creighton Universi v. Zurich American In

Received this Summons on _____, I hereby certify that on _____

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: Hartford Steam Boiler Inspection & Insurance Company c/o Highest Ranking Officer 1 State Street Hartford, CT 06103-3199</p> <p>2. Barcode: 9590 9402 2804 7069 8106 25</p>	<p>A. Signature  <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Frank Delgado</p> <p>C. Date of Delivery 3/27/18</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

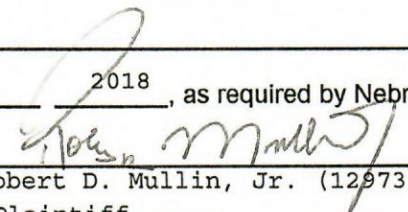
CERTIFIED MAIL PROOF OF SERVICE

Copies of the Summons were mailed by certified mail,

TO THE PARTY: Hartford Steam Boiler Inspection and Insurance Company

At the following address: c/o Highest Ranking Officer, 1 State Street,
Hartford, Connecticut 06103-3199

on the 22nd day of March, 2018, as required by Nebraska state law.


Robert D. Mullin, Jr. (12973)

Postage \$ 7.62 Attorney for: Plaintiff

The return receipt for mailing to the party was signed on March 27, 2018.

To: Hartford Steam Boiler Inspection
1 State Street
Hartford, CT 06103

From: Robert D Mullin Jr
Ste 3700 First National Tower
1601 Dodge Street
Omaha, NE 68102-1627

ATTACH RETURN RECEIPT & RETURN TO COURT

Certificate of Service

I hereby certify that on Monday, April 09, 2018 I provided a true and correct copy of the Return-Summons/Alias Summons to the following:

Hartford Steam Boiler Inspection service method: No Service

Zurich American Insurance Company service method: No Service

Signature: /s/ Robert Mullin (Bar Number: 12973)